

2-16-03 TR



102497734

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**JPMorgan Chase Bank, as Collateral Agent**

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State  
☒ Other New York banking corporation

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Termination and Release of Security Interest in Trademark Rights

Execution Date: June 3, 2003

2. Name and address of receiving party(ies):

Name: Inrange Development Corporation

Internal Address: \_\_\_\_\_

Street Address: 6000 Nathan Lane North

City: Plymouth State: MN ZIP: 55442

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Delaware  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**See Attached Schedule A**

Additional number(s) attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: \_\_\_\_\_

32

7. Total fee (37 CFR 3.41): .....\$ 815.00

- ☐ Enclosed  
☒ Authorized to be charged to ~~deposit account~~ credit card

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Robyn Rahbar, Esq.  
Name of Person Signing

Robyn Rahbar  
Signature

7/15/03  
Date

07/16/2003 EDOOPER 00000214 2253047

Total number of pages including cover sheet, attachments, and document: 8

01 FC:8521  
02 FC:8522

40.00 05  
775.00 0P  
Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002778 FRAME: 0190**

Schedule A

U.S. Trademark Registrations

<b>Title</b>	<b>Registration Number</b>
CD/9000	2,253,047
CONTROLNET	1,453,031
DATA-PATCH	1,103,766
DATASCOPE	1,246,283
DATA SWITCH	1,655,250
DATA SWITCH	1,472,697
DELIVERIT!	1,947,676
Miscellaneous Design	1,246,271
HOSTNET (Stylized)	1,549,002
IMATS	1,799,966
INTRAPLEX	1,301,386
LINK/9000	2,239,472
MASS	1,121,763
MEGA-MATRIX	1,779,556
MICRO-MATRIX	1,897,989
OC/9000	2,158,899
OM/9000	2,153,103
OPEN CHANNEL SYSTEM 9000	2,252,525
OPTIPATCH	1,912,360

OPTISWITCH	1,759,124
PROTOCOL SPREADSHEET	1,396,235
RESTORER	1,545,010
7-VIEW	1,811,451
SPECTRON (Stylized)	1,088,050
T and Design	1,318,970
T-BAR	0,760,266
T-BAR VSM (Stylized)	1,228,304
TAU-TRON	1,272,520
TELENEX	1,723,336
TELEPRODUCT	0,769,863
VARISWITCH	1,529,536
VIRTUAL SWITCH MATRIX	1,240,955

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of June 3, 2003, from JPMORGAN CHASE BANK (formerly known as The Chase Manhattan Bank), a New York corporation, as Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), to INRANGE DEVELOPMENT CORPORATION, a Delaware corporation (the "Additional Grantor").

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, dated as of October 6, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SPX CORPORATION, a Delaware corporation (the "Borrower"), the Lenders, the Agent, and The First National Bank of Chicago, as Documentation Agent, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of October 6, 1998, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, a security interest (the "Security Interest") was granted by the Grantors (as defined therein) to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, on January 19, 2000, the Additional Grantor executed an Assumption Agreement in favor of the Agent, under which the Additional Grantor agreed to become a party to the Guarantee and Collateral Agreement as a Grantor thereunder and expressly assumed all obligations and liabilities of a Grantor thereunder;

WHEREAS, pursuant to that certain Conditional Assignment of and Security Interest in Trademark Rights dated as of June 13, 2000, among the Agent and the Additional Grantor (the "Conditional Assignment"), the Additional Grantor by reference to the Guarantee and Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Conditional Assignment was recorded in the Trademark Division of the United States Patent and Trademark Office on August 4, 2000, at Reel 002129 and Frame 0401 - 0409; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Guarantee and Collateral Agreement, the receipt and adequacy of which are hereby

acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Additional Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Guarantee and Collateral Agreement and the Conditional Assignment.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, as Collateral Agent

By:   
Name: **TINA L. RUYTER**  
Title: **VICE PRESIDENT**

STATE OF NEW YORK     )  
                                      )  
COUNTY OF NEW YORK    )

SS.:

On this 3<sup>rd</sup> day of June, 2003, before me personally appeared

Tinah Royter to me known who, being by me duly sworn, did depose and say that  
he/she is Vice President of JPMORGAN CHASE BANK, described herein and  
which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to  
the authority granted by JPMORGAN CHASE BANK.

Edeline C. Adderley  
Notary Public

(Affix Seal Below)

**EDELINE C. ADDERLEY**  
**Notary Public, State of New York**  
**No. 01AD6079940**  
**Qualified in Bronx County**  
**Commission Expires September 03, 2006**

Schedule A

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